

**UNITED STATES DISTRICT COURT
FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

CHRIS DAVISON,)	
)	
Plaintiff)	
)	Case No.:
v.)	
)	COMPLAINT AND DEMAND FOR
MEDICREDIT, INC.,)	JURY TRIAL
)	
Defendant)	(Unlawful Debt Collection Practices)

COMPLAINT

CHRIS DAVISON (“Plaintiff”), by and through his attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against MEDICREDIT, INC. (“Defendant”):

INTRODUCTION

1. Plaintiff’s Complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before “any appropriate United States district court without regard to the amount in controversy,” and 28 U.S.C. § 1331 grants this court original jurisdiction of all civil actions arising under the laws of the United States.

1 creditors using the U.S. Mail, telephone and/or internet.

2 12. The alleged debt Defendant was seeking to collect, a medical bill,
3 arose out of transactions that were primarily for personal, family, or household
4 purposes.

5
6 13. Beginning before December 2014, Defendant contacted Plaintiff on
7 his cellular telephone seeking and demanding payment of the alleged debt.

8 14. When Defendant called, Plaintiff asked for written verification of the
9 alleged debt and stated that Defendant should not call him during the workday
10 because it was inconvenient for him to receive calls while at work.

11
12 15. Plaintiff also disputed owing the alleged debt Defendant, as Plaintiff
13 understood that his health insurance would pay for his medical expenses.

14 16. In response, Defendant claimed Plaintiff had to make payment that
15 day so that the alleged debt would not go on his credit report.

16
17 17. Defendant's threat caused Plaintiff stress and anxiety, as Plaintiff felt
18 pressured to a pay a debt he believed was not owed and should not be paid without
19 written verification from Defendant that the alleged debt was valid.

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21 18. Despite Plaintiff's request, Defendant never sent Plaintiff any written
22 correspondence evidencing the validity of the alleged debt.

23 19. Moreover, Defendant continued to contact on Plaintiff on his cellular
24 telephone during the workday, despite being told it was inconvenient for him to
25

1 receive such calls while at work.

2 20. In addition, at no time prior to contacting him, during its first
3 conversation with him, or within five (5) days of its initial communication with
4 him, did Defendant inform Plaintiff that unless disputed within thirty (30) days the
5 debt would be assumed to be valid; that if he notified the collector in writing
6 within thirty (30) days that he disputed the debt, the collector would obtain
7 verification of the debt or a copy of the judgment and mail a copy to him; or that if
8 he notified the debt collector in writing within thirty (30) days, the debt collector
9 would provide him with the name and address of the company to whom he
10 originally owed the alleged debt.
11

12 21. Defendant's actions as described herein were made with the intent to
13 harass, upset, deceive, and coerce payment from Plaintiff.
14

15
16 **DEFENDANT VIOLATED THE**
17 **FAIR DEBT COLLECTION PRACTICES ACT**

18 **COUNT I**

19 22. Defendant's conduct, as detailed in the preceding paragraphs,
20 violated 15 U.S.C. § 1692c(a)(1).
21

- 22 a. A debt collector violates § 1692c(a)(1) by communicating with
23 a consumer at a time or place known to be inconvenient.
24
25

1 insurance plan.

- 2 e. Defendant violated § 1692e(8) by threatening to communicate
3 the alleged debt to the various credit reporting agencies without
4 noting that Plaintiff disputed the alleged debt because he
5 understood that his health insurance would pay for the cost of
6 his medical expenses.
7

8 **COUNT III**

9 24. Defendant's conduct, detailed in the preceding paragraphs, violated 15
10 U.S.C. §§ 1692f and 1692f(1).
11

- 12 a. Section 1692f of the FDCPA prohibits debt collectors from
13 using unfair or unconscionable means to collect or attempt to
14 collect any debt.
15
16 b. A debt collector violates § 1692f(1) of the FDCPA by
17 collecting an amount (including any interest, fee, charge, or
18 expense incidental to the principal obligation) unless such
19 amount is expressly authorized by the agreement creating the
20 debt or permitted by law.
21
22 c. Here, Defendant violated §§ 1692f and 1692f(1) of the FDCPA
23 in its attempts to collect an amount from him that was not owed
24 by him, and by threatening to report the debt to the credit
25

reporting agencies unless payment was made that day.

COUNT IV

25. Defendant's conduct, as detailed in the preceding paragraphs, violated 15 U.S.C. § 1692g(a).

- a. A debt collector violates § 1692g(a) of the FDCPA by failing, within five days after the initial communication with a consumer in connection with the collection of a debt, to send the consumer a written notice containing (1) the amount of the debt; (2) the name of the creditor to whom the debt is owed; (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer

1 with the name and address of the original creditor, if different
2 from the current creditor.

- 3 b. Here, Defendant violated § 1692g(a) of the FDCPA by failing
4 to send Plaintiff written notification of his rights to dispute the
5 debt, request verification of the debt and/or to request
6 information about the creditor within five (5) days of its initial
7 communication with him.
8

9 WHEREFORE, Plaintiff, CHRIS DAVISON, respectfully prays for a
10 judgment as follows:
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- 12 a. All actual damages suffered pursuant to 15 U.S.C.
13 §1692k(a)(1);
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15 b. Statutory damages of \$1,000.00 for the violation of the FDCPA
16 pursuant to 15 U.S.C. §1692k(a)(2)(A);
17
18 c. All reasonable attorneys' fees, witness fees, court costs and
19 other litigation costs incurred by Plaintiff pursuant to 15 U.S.C.
20 §1693k(a)(3); and
21
22 d. Any other relief deemed appropriate by this Honorable Court.
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DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff, CHRIS DAVISON, demands a jury trial in this case.

RESPECTFULLY SUBMITTED,

Date: 06-24-15

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